Print Date 11/02/12

Page 1 of 5

### CONTRACT



www.kmbc.com

And:

Buying Time, LLC. 650 Massachusetts Ave NW Ste 210 Washington, DC 20001

	Contract / Rev	ision	<u> </u>	Alt Order #	•7
	963931	1	C	7911993	
Product					
MO HEALTH EDUCATION					
Contract Dates	Estimate #				
10/30/12 - 11/05/12	2429				
Advertiser			Orig	inal Date	/ Revision
Missourians for Health &	Education		11	/02/12	/ 11/02/12
	Billing Cycle	Billing	Cale	ndar	Cash/Trade
	EOM/EOC	Broado	cast		Cash
	Station	Account Executive Sal		Sales Office	
	KMBC	Mered	ith Th	nompson	Eagle-Washing
	Special Handl	ing			
	Demographic		1130		
	Adults 35+				
	IDB#	Advert	iser (	Code	Product Code
		370			375
	Agency Ref	L		Advertiser	Ref

		Spots/				
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week	Rate	TypeS	Spots	Amount
1 KMBC 10/30/12 11/02/12 Good Morning America	7-9am	:30		NM	3	\$2,700.00
Start Date End Date Weekdays Spots/Week	Rate					
Week: 10/29/12 11/04/12 -11-1 3	\$900.00					
2 KMBC 11/05/12 11/05/12 Good Morning America	7-9am	:30		NM	1	\$900.00
Start Date	Rate			- 1		
Week: 11/05/12 11/11/12 1 1	\$900.00					3.0000 000000 avenue
3 KMBC 10/30/12 11/02/12 Rachael Ray Show	9-10am	:30		NM	4	\$1,800.00
Start Date	Rate					
Week: 10/29/12 11/04/12 -1111 4	\$450.00	10 Sept.				
4 KMBC 11/05/12 11/05/12 Rachael Ray Show	9-10am	:30		NM	1	\$450.00
Start Date	<u>Rate</u> \$450.00					
Week: 11/05/12 11/11/12 1 1						#4 000 00
5 KMBC 10/30/12 11/02/12 Anderson Cooper	M-F 10-11a	:30		MM	4	\$1,000.00
Week: 10/29/12 End Date Weekdays Spots/Week	<u>Rate</u> \$250.00			1		
VVCdix. 16/26/12 11/6 11/2		-20		NM	0	\$0.00
6 KMBC 11/05/12 11/05/12 Anderson Cooper	M-F 10-11a	:30		INIVI	U	\$0.00
Start Date         End Date         Weekdays         Spots/Week           11/05/12         11/11/12         1         1	<u>Rate</u> \$250.00			1		
Spot Ch Date Range Description	Start/End Time	Weekdays Length	Rate	Type		
1 KMBC 11/05/12-11/11/12 Anderson Cooper	M-F 10-11a	M :30	\$250.00	NM		
See MG 8.2	******			3745000		
N 7 KMBC 10/30/12 11/02/12 The View	11am-12pm	:30		NM	5	\$3,200.00
Start Date End Date Weekdays Spots/Week	Rate					
Week: 10/29/12 11/04/12 -1111 4	\$800.00					
Spot Ch Date Range Description	Start/End Time	Weekdays Length	Rate	Type		
4 KMBC 10/29/12-11/04/12 The View	11am-12pm	-TuWThF :30	<del>\$800.00</del>	NM		
See MG 7.5,7.6	1000 Very Serialist					
5 KMBC 11/04/12-11/04/12 Sun News @ 5am	5-6am	St :30	\$200.00	NM		
⊕ MG for 7.4 11/02	7.0	St :30	\$600.00	NM		
6 KMBC 11/04/12-11/04/12 News Wknd Sun	7-9am	St :30	φ000.00	INIVI		
→ MG for 7.4 11/02						

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising time advertising time, and will accept no advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.

KMBC 6455 Winchester Ave Kansas City, MO 64133-6409 (816)221-9999

www.kmbc.com

 Contract Dates
 Product
 Estimate #

 10/30/12 - 11/05/12
 MO HEALTH EDUCATION 2429

 Advertiser
 Original Date / Revision

 Missourians for Health &
 11/02/12 / 11/02/12

		Spots/		
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type Spots	Amount
8 KMBC 11/05/12 11/05/12 The View	11am-12pm	:30	NM 1	\$8,050.00
Start Date Week: 11/05/12 End Date Weekdays Spots/Week	<u>Rate</u> \$800.00			
Spot Ch Date Range Description	Start/End Time	Weekdays Length Rate	Туре	
1 KMBC 11/05/12-11/11/12 The View	11am-12pm	M: :30 \$800.00	NM	
See MG 8.2	7.4000	.20	NIM	
2 KMBC 11/03/12-11/03/12 ABC Prime College Football MG for 6.1,18.1,8.1	7p1030p	Sa :30 \$8,050.00	NM	
9 KMBC 10/30/12 11/02/12 KATIE COURIC	2-3PM	:30	NM 6	\$3,000.00
Start Date         End Date         Weekdays         Spots/Week           Week:         10/29/12         11/04/12         -1122         6	<u>Rate</u> \$500.00			
		:30	NM 2	¢4 000 00
10 KMBC 11/05/12 11/05/12 KATIE COURIC Start Date End Date Weekdays Spots/Week	2-3PM Rate	.30	INIVI Z	\$1,000.00
Week: 11/05/12 11/11/12 2 2	\$500.00			
11 KMBC 10/31/12 11/02/12 Dr. Phil	3-4pm	:30	NM 2	\$800.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12        1-1         2	<u>Rate</u> \$400.00		- 1	
12 KMBC 11/05/12 11/05/12 Dr. Phil	3-4pm	:30	NM 1	\$400.00
Start Date End Date Weekdays Spots/Week	Rate	.50	INIVI	φ400.00
Week: 11/05/12 11/11/12 1 1	\$400.00			
13 KMBC 10/30/12 11/02/12 DR OZ	4PM-5PM	:30	NM 3	\$1,800.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12         -11-1         3	<u>Rate</u> \$600.00		- 1	
14 KMBC 11/05/12 11/05/12 DR OZ	4PM-5PM	:30	NM 1	\$600.00
Start Date End Date Weekdays Spots/Week	Rate	.00		ψοσσ.σσ
Week: 11/05/12 11/11/12 1 1	\$600.00			
15 KMBC 10/31/12 11/02/12 630-7p	630-7pm	:30	NM 3	\$9,000.00
Start Date         End Date         Weekdays         Spots/Week           Week:         10/29/12         11/04/12        111         3	Rate \$3,000.00			
16 KMBC 11/05/12 11/05/12 630-7p	630-7pm	:30	NM 1	\$3,000.00
Start Date End Date Weekdays Spots/Week	Rate			
Week: 11/05/12 11/11/12 1 1	\$3,000.00 Start/End Time	Wookdays Longth Pate	Typo	
<u>Spot Ch</u> <u>Date Range</u> <u>Description</u> 1 KMBC 11/05/12-11/11/12 630-7p	630-7pm	<u>Weekdays</u> <u>Length</u> <u>Rate</u> <u>M</u> :30 <del>\$3.000.00</del>	Type NM	
See MG 16.2	. p			
2 KMBC 11/02/12-11/02/12 Last Man Standing/Malibu C	Co 7-8pm	F :30 \$3,000.00	NM	
® MG for 16.1 11/05	Prime Other	.20	NM 1	\$8,500.00
17 KMBC 11/05/12 11/05/12 DWS Start Date End Date Weekdays Spots/Week	Rate	:30	NM 1	\$6,500.00
Week: 11/05/12 11/11/12 1 1	\$8,500.00			
18 KMBC 11/05/12 11/05/12 Castle	9-10pm	:30	NM 0	\$0.00
Start Date         End Date         Weekdays         Spots/Week           Week: 11/05/12         11/11/12         1         1	Rate \$7,000.00			
Spot Ch Date Range Description	Start/End Time	Weekdays Length Rate	Туре	
1 KMBC 11/05/12-11/11/12 Castle	9-10pm	M: :30 <del>\$7,000.00</del>	NM	
See MG 8.2	10.1005	00		<b>#0.000.00</b>
19 KMBC 10/31/12 11/02/12 M-F/SU 10pm News Start Date End Date Weekdays Spots/Week	10-1035pm Rate	:30	NM 2	\$8,000.00
Week: 10/29/12 11/04/121-1 2	\$4,000.00			

<sup>(\*</sup> Line Transactions: N = New, E = Edited, D = Deleted)

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specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.

45

\$65,300.00



www.kmbc.com

| Advertiser | Original Date / Revision |
| Missourians for Health & | 11/02/12 | 11/02/12 |

Totals

Spots/ Type Spots Amount Length Week Rate Ch Start Date End Date Description Start/End Time Days \*Line Rate Spots/Week Start Date End Date Weekdays NM \$3,000.00 :30 Last Man Standing/Malibu Cc7-8pm 20 KMBC 11/02/12 11/02/12 Spots/Week Rate Start Date End Date Weekdays \$3,000.00 10/29/12 11/04/12 Week: \$4,000.00 :30 NM 20/20 9-10pm KMBC 11/02/12 11/02/12 Spots/Week Rate **End Date** Weekdays Start Date \$4,000.00 Week: 10/29/12 11/04/12 ----1--1 7-9am :30 NM \$600.00 KMBC 11/03/12 News Wknd Sat 11/03/12 Weekdays Spots/Week Rate Start Date End Date \$600.00 Week: 10/29/12 11/04/12 ----1-:30 NM 0 \$0.00 10-1030pm KMBC 11/04/12 11/04/12 Su 10pm news Start Date End Date Weekdays Spots/Week Rate \$2,000.00 11/04/12 Week: 10/29/12 Rate Туре Spot Ch Date Range Description Start/End Time Weekdays Length NM ----SI :30 \$2 000 00 1 KMBC 10/29/12-11/04/12 Su 10pm news 10-1030pm Credited \$3,500.00 College Football Game 2 230-6p :30 MM 24 KMBC 11/03/12 11/03/12 Start Date Spots/Week Rate End Date Weekdays Week: 10/29/12 11/04/12 \$3,500.00

 Time Period
 # of Spots
 Gross Amount
 Net Amount

 10/29/12
 -11/05/12
 45
 \$65,300.00
 \$55,505.00

 Totals
 45
 \$65,300.00
 \$55,505.00

Signature:	Date	•

(\* Line Transactions: N = New, E = Edited, D = Deleted)

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## TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

#### BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following prosidests hereunder, bill Agencyon behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the involce.
- (b) Except where this contract is made directly with the Advertiser described on the Gos of this contract, it is understood that Agency makes this contract both for litself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

#### TERMINATION

- (a) Unless otherwise specified on the face hereof, either partymay terminate this contract, without cause, upon giving the other partyrat least 25 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of proadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all proadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agen by Agen by terminate this contract strany time; (i) upon material breach by Agenby, (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agenby's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges he reunder shall immediately become due and payable. The Agenby's only liability shall be to pay for telepasts completed hereunder prior to cancellation by Station.
- (b) Agency may, upon notice to Station, terminate this contract at snyrtime upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the leaser of the following: (i) the social nonconcellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation. Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

#### 3 OMISSION OF BROADCAST.

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governments) order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control. Station fails to broadcast any or all of the announcement(s) or programs to be broad cast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no periods achieved broadcast is made, a later broadcast shall be made at a reasonably satisfactory substituted at and time, and if the insulation is a validable, the time changes allocable to the omitted broadcast shall be walved; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute data and dime, and any of the part of any first part of the proadcast shall be made at a reasonable substitute data and dime, and any of the part of the proadcast shall be made at a reasonable substitute data and dime, and any of the part of the proadcast shall be made at a reasonable substitute data and dime, and any of the part of the proadcast shall be made at a reasonable substitute data and dime, and any of the part of the part of the part of the proadcast is onlitted.

#### 4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available freesonable access land or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed can celed without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the cancelled broadcast.

#### FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buyor at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

8. A GENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (f) shall not be contracy to the public interest, (ii) shall conform to the Station is then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject on course Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if societies by Station, for communications from others.

If Agency requests within 30 days of lest broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency oces not so request. Station has the right to dispose of all Agency material anytime after 60 days following the last broadcast hereunder.

#### 7. INDEMNIFICATION

Agen by and Advertiser will jointly and severally indemnify and hold harmless Station from and against all daims, demands, debts, obligations or charges (including reasonable attorney less and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency's notor Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station, will similarly indemnify and hold harmless Agency and Advertiser with respect to any old in a station of the provisions of this paragraph and is survive the termination or excitation of this contract.

#### CONSEQUENTIAL DAMAGES

Agen by and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Peragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage explusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

#### 9. GENERAL

(a) Station will broadcast the announcements and programs obvered by this contraction the dates and at the approximate hourly times provided on the

face hereof.

(D)	The Station shall exercise normal precautions in han	diing of propertyand mail, but assumes	no liability for loss or damage to program or commercial
materials and other property furnis	shed by the Agency in connection with broadcasts here	under. The Station will not appent or p	rocess mail, correspondence, or telephone calls in
connection with broad casts except	ot after its prior approval.		

- (a) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof; and Agency will not as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due nereunder and Staton shall look initially to Agency for the payment thereof unless and until Agency falls to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Staton hereunder (axoluding advertising agency commissions), but only to the extent that Advertiser has not therefore made payment to the Agency thereor, and to the extent that Advertiser has there often made payment to the Agency thereor. Shall be written as there often made payment to the Agency thereor. On this did not all agency has entered into an agreement or arrangement purporting to assign or pleage to a third party monless which may be or become payable by Advertiser or Agency, or that Agency was in canger of becoming in solvent or (ii) a fer receiving notice (tagether with a current statement of a xount) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for brason of its obligations herein oder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereo!
- This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC lasted pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or anyother provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agendes and Advertisers are encouraged to request a copy of the Station's current political advertising disposure statement.]

# AGREEMENT FORM FOR NON-CANDIDATE/ISSUE ADVERTISEMENTS

Station and KMBC	Location:	city		Dat (S	129(-Z
I, Buying Time do hereby reques	Buying Time LLC Buying Time LLC Buying issuc:				
	Missou	rians for Healt	h and Educatio	on	
Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
A.	10/30-1	)(= 1(5 e	D ot 242	ERE	
Total Charges:					
	This broadcast time will be used by:  Missourians for Health and Education  Does the programming (in whole or in part) communicate "a message relating to any political matter of national importance?"				
message	relating to any  Yes	political	matter of f	□ No	

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For programming that "comi importance," list the name of office(s) being sought and the	f the legally qualified cand	ing to any political matter of national didate(s) the programming refers to, the (if applicable):
	N/A	
For programming that "comn importance," attach Agreed I	nunicates a message relatir Jpon Schedule (Page 3)	ng to any political matt <del>er</del> of national
I represent that the payment	for the above described br	oadcast time has been furnished by:
Missourians for Health and Ed Andrew Wilson-Treasurer	ducation	P.O. Box 412887 Kansas City, M.O. 64141
and you are authorized to and furnishing the payment, if other	nounce the time as paid for ner than an individual pers	r by such person or entity. The entity son, is:
a corporation; a co	mmittee; 🔲 an associat	tion; or other unincorporated group.
The names, offices, and addragents of the entity are name	esses of the chief executived delow (may be attached a	e officers, directors, and/or authorized separately):
THIS STATION DOES NOT OF RACE OR ETHNICITY I	DISCRIMINATE ORPE N THE PLACEMENT OF	ERMIT DISCRIMINATION ON THE BAS F ADVERTISING.
	may ensue from the broads re-stated broadcast(s), I a be delivered to the statio	also agree to prepare a script,
TO BE S	IGNED BY ISSUE	E ADVERTISER
8/20/12		(202) 965-5060
Date	Signature	Contact Phone Number
TO BE SIG	ENED BY STATIO	N REPRESENTATIVE
Accepted	Accepted i	in Part
Signature	Printed Na	ame Title
Copyright © 2011 by the National Associ	ation of Broadcasters. May Not B: Cop	pied, Reproduced, or Further Distributed.